



The Bank of Tallassee

P. O. BOX 607 • TALLASSEE, ALABAMA 36078

A. B. Dopson
Chairman & President

3336581

12668
RECORDATION NO. _____, Filed 1425

DEC 24 1980 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

December 19, 1980

0-3336581

No.

Date DEC 24 1980

Fda \$ 50.00

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Sir:

We enclose for filing note from
J. P. Quigley to The Bank of Tallassee covering
100 ton covered hopper car No. RRRX-1288.

Also enclosed is cashier's check
for \$50.00 to cover the filing cost.

Sincerely,

A. B. Dopson
A. B. Dopson
President

Dr J Patrick Quigley

RECEIVED
BRANCH

DEC 24 2 31 PM '80



A FULL SERVICE BANK



Interstate Commerce Commission
Washington, D.C. 20423

12/29/80

OFFICE OF THE SECRETARY

A.B. Dopson, President
The Bank Of Tallassee
P.O.Box 607
Tallassee, Alabama 36078

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **12/24/80** at **1:35pm**, and assigned recordation number(s). **12668**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

Office # _____
Debtor # _____
Note # _____
Class # _____
Collateral # _____

THE BANK OF TALLASSEE

NOTE

This Note is Secured by:
Security Interest Herein ()
Security Interest—
Separate Agreement ()
Pledge ()
Real Estate Mortgage ()

FOR VALUE RECEIVED, the undersigned, herein called "Debtor," promises to pay to the order of THE BANK OF TALLASSEE hereinafter called "Secured Party," at its offices in Tallapoosa, Alabama the sum of thirty-six thousand five hundred and 00/100 (\$36,500.00) DOLLARS,

with interest thereon at _____ % simple interest or 15 % annual percentage, and unless otherwise specified interest after maturity shall be at the maximum legal contract rate, said indebtedness being payable as set forth below:

A: 36 consecutive monthly installments of \$ 1,013.89 each and one final installment of \$ 1,013.89 beginning September 27, 1980, and on the same day of each month thereafter; payments (do) (do not) include interest.

B: _____ after date, maturing _____, 19 _____

C: _____

THE DISCLOSURES HEREIN ARE MADE IN COMPLIANCE WITH FEDERAL LAW.

Finance charge accrues from date hereof unless another date is indicated here: _____
Debtor warrants the loan proceeds will be used primarily for () business, () personal use, () household purpose, or () agricultural uses.

This Note is secured by prior () security agreement and/or () real estate mortgage, bearing date of _____, 19 _____.

It is understood and agreed that in the event any payment is ten (10) days or more past due, a late charge of 5 percent of the payment may be charged, subject to a minimum late charge of 50 cents.

In the event of prepayment in full, unearned finance charges and unearned credit insurance premiums, if any, included in this Note will be refunded under the Rule of 78's method computed to the nearest scheduled payment date if this Note is payable in installments, or on a daily pro rata basis if this Note is due in a single payment, or is renewed or refinanced within a period of 90 days from date of note, except no refund of finance charges of less than \$1.00 will be made.

Upon default ("default" being hereinafter defined), or Secured Party deeming itself insecure, the unpaid balance of this debt shall, at Secured Party's option, become immediately due and payable and Secured Party is hereby authorized to apply at default, on, or after maturity, to the payment of this debt, any funds or security in the bank at which this note is payable, belonging to the makers, sureties, endorsers, guarantors, or any of them. Waiver of any default is not a waiver of a subsequent default.

If the value of the collateral securing this debt is \$300 or more, it shall be Debtor's responsibility to maintain physical damage insurance in force for the term of this agreement, insuring such goods against fire, theft or other physical damage and naming Secured Party as loss payee; such insurance may be obtained by Debtor through an insurer of his choice, or Debtor may provide an existing policy independently obtained and paid for, subject to Secured Party's right to decline acceptance of an insurer for reasonable cause. Secured Party shall have no obligation to maintain or replace any insurance coverages in the event of cancellation by insurer.

Credit life and accident and health insurance are not required to obtain this credit and is not provided unless the insured Debtor, in good health, signs the appropriate statement below and the cost is shown in Items 5 and/or 6 above. The premiums, if any, are for the term of the scheduled debt unless otherwise indicated. Debtor has the option of providing such insurance through an existing policy or a policy independently obtained and paid for. Secured Party shall have no obligation to maintain or replace any insurance coverages in the event of cancellation by insurer.

I do not want credit life or accident and health insurance.

I request () credit life () accident and health insurance [check]

Signature: _____

Signature of Insured Debtor

Signature of Insured Debtor

Date: Sept 27, 1980

Date: _____ Age: _____ Date of Birth: _____

Complete this section only on renewal loans.

DISCLOSURES HEREFTER ARE IN ADDITION TO DISCLOSURE REQUIREMENTS OF THE FEDERAL TRUTH IN LENDING ACT.

	Gross Previous Balance	Refund of Unearned Charges	Net Amount of Pay-Off
1st Renewal:	\$ _____	\$ _____	\$ _____
2nd Renewal:	\$ _____	\$ _____	\$ _____
3rd Renewal:	\$ _____	\$ _____	\$ _____

Debtor is notified and hereby acknowledges that an investigative consumer report, including information as to character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and that he has the right to make a written request within a reasonable time to receive a complete and accurate written disclosure of the nature and scope of such investigation.

To secure this obligation, together with all obligations of Debtor to Secured Party now existing, and to the extent legally permissible, to secure all future advances from Secured Party to Debtor, Debtor grants to Secured Party a security interest in the following described collateral:

100 lbs. of corn, 100 lbs. of soybeans, 100 lbs. of wheat

together with any other security for other indebtedness of Debtor (which term shall include any sureties, endorsers, guarantors, or any of them) to Secured Party.

The collateral described in this agreement includes all proceeds, replacements, increases, parts, fittings, accessories thereof and accessories thereto and all property, goods and collateral of the type described, whether now owned or hereafter acquired by Debtor, except those acquired more than 10 days after date of this transaction, inclusion of all of the same does not authorize Debtor to sell or dispose of collateral without Secured Party's written consent and all of the same shall be kept at Debtor's address shown on this agreement unless authorized in writing by Secured Party to the contrary.

If collateral is of a type normally used in more than one State, Debtor's chief place of business is _____
() if checked, loan proceeds are being used to purchase the collateral; the security interest is of a "purchase money" nature, and loan proceeds may be disbursed directly to seller of collateral.

If checked, collateral is, wholly or partly, to be affixed to real estate (), or is farm products (), and in either or both of said events the collateral is, or will be located or situated on land situated in _____ County, Alabama, described as follows: _____

and the record owner(s) of such real estate is _____

In Witness Whereof, the undersigned Debtor executes this Note and Agreement on the day and date above written and acknowledges receipt of a fully completed copy, prior to execution thereof.

CAUTION—IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

To extent legally permissible, I agree to release, defend, hold harmless, and indemnify the [redacted] from and against all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the [redacted] in connection with or arising out of this agreement, whether or not such claims, damages, losses, costs, and expenses are caused in whole or in part by the negligence of the [redacted].

[illegible][illegible]

The term "Debtor" includes the masculine, feminine and neuter genders, as well as the singular and plural, and includes the job entities listed below, where applicable, in the context they require.

For value received and in consideration of the making of the request of the undersigned of the true evidence by the undersigned, the undersigned hereby irrevocably, unconditionally guarantee payment of and performance of all obligations of Debtor under this agreement and shall defend, indemnify and hold Secured Party harmless from and against all claims, damages, costs and attorneys' fees of 150% of the unpaid debt, which may not principal amount or the actual amount thereof exceeds \$300, for collection or securing the obligation, notice of acceptance of the guaranty, demand, notice of dishonor, payment, protest and all other requirements necessary to hold us are waived; the Secured Party may grant without notice, extension, renewals or modifications of the obligation in the contract of guarantor without payment or satisfaction as to the obligation of Debtor or any deficiency thereunder after default procedure, and the undersigned unilaterally and severally acknowledge themselves bound by all provisions contained in this note and agreement.

CAUTION—IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

(L.S.)

(L.S.)

(Guarantor's Address)

RECORDATION NO. 4665 Filed 1425

DEC 24 1980 -1 35 PM

INTERSTATE COMMERCE COMMISSION